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INTER-OFFICE CORRESPONDENCE

REILLY TAR & CHEMICAL CORPORATION

TO: R. J. J. BOYLE - INDPIS. OFFICE: St. Louis Park
FROM: Mr. H. L. Finch DATE: September 1, 1970
(Dictated 8-31-70)
SUBJECT: ST. LOUIS PARK PROPERTY - CITY OF ST. LOUIS
PARK EASEMENT - STORM SEWER

In our letter to you of May 1st and your reply of May 22, 1970, we concerned ourselves with a construction easement requested on April 30th by the City of St. Louis Park. The construction easement involved the northwest corner of the plant property along the north side, approximately 165 feet to the east.

Today we were contacted by Mr. Engelman stating that they still wish to have an easement but had revised the easement requirement for the storm sewer.

Their original request for a construction easement was now changed to a permanent easement involving 20 feet by 165 feet of the northwest corner and a construction easement involving 40 feet by 125 feet of the northwest corner. The request for the change resulted from possible construction difficulties to be encountered on the outside of the property and it would be easier for them to come inside the property.

We believe that this change could have resulted from pressure by several of the citizens in St. Louis Park who felt that their property would be effected by the construction of the storm sewer in the previous location. A Mrs. Johnson, living to the northwest side of the plant had called me concerning the city's building of the storm sewer and explaining the inconvenience that would result to her and particularly to one of her semi invalid neighbors. She explained that the disruption along the property of the formerly proposed sewer construction could upset the semi invalid to a point of perhaps causing his demise. At that time Mrs. Johnson asked me why the city did not come into our property with the storm sewer and I informed her that I hadn't the slightest idea why and that the city apparently was installing the sewer in line with their normal operations. She asked me if I were able to grant the lease on a local level and I explained to her that this was company property and that I could not dispose of or lease any company property without the authority of the corporation.

I mention this conversation with Mrs. Johnson as Mr. Engelman wanted to discuss and explain the request for an easement to you at Indianapolis. He mentioned that the element of time to reach this agreement was very pressing since they were ready to construct the sewer at the northwest corner of the property.

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Mr. R. J. Boyle - Indpls. (Page 2)

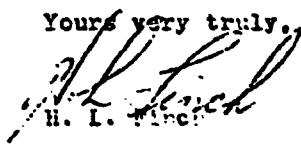
This noon we discussed the matter with Mr. Reiersgord and he is still of the opinion that we should try and use the easement request as an effort to extract an attitude of cooperation out of the City of St. Louis Park. We might use the granting of this easement as inducement to easing the way for the installation of our sewer to Walker Street. When the plans are ready for the connection of the sewer into Walker Street, we will have to submit them to the city for approval as well as the Minnesota Pollution Control Agency. If we could time the granting of the easement with the approval of the sewer connection we may have a point.

Also, our setting a value on the cost of the easement, monetarily speaking, may in some respects be used to the city's advantage. Mr. Reiersgord would rather not give them any more tools than they already have. In the final analysis it is Mr. Reiersgord's opinion that we might just go ahead and grant them the easement without remuneration if it looks as if the city is placing a lot of emphasis on our non-cooperation with regard to this point.

Looking at the city's request, the area in which they wish a permanent easement has been used by us as a buffer zone and has not been utilized for storage material. Even the 40 foot request for a construction easement will not interfere with our operations at this time or any time that we can foresee by October 1, 1971. Should we grant this permanent easement it is my understanding that we could still utilize that piece of property for storage or as an access. (We would, of course, have to remove anything we had stored there if the sewer line were disrupted as they would have to have access to repair the sewer line). It was also pointed out to me that no buildings could be constructed in this area of 20 feet as it was within the setback area that is required by building codes. We were informed, however, that we could build a building right up to the permanent easement line should we have a mind to do so.

Attached please find a copy of the proposed easement with map showing the area in red of the permanent easement and yellow of the construction easement. The original copy of the easement showed the permanent easement in red and the construction easement in green but I didn't have a green pencil.

Yours very truly,


H. L. Finch

HLP:ge

cc: Mr. T. J. Ryan - Indpls.
Mr. T. E. Reiersgord

38-2510